



# AGREEMENT

Between the

**TOWNSHIP OF HOWELL**

and the

**TRANSPORT WORKERS UNION OF  
AMERICA**

**LOCAL 225 - BRANCH 4**

**JANUARY 1, 2011**

**THROUGH**

**DECEMBER 31, 2014**

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THIS AGREEMENT, made and entered into in Howell Township, New Jersey, this \_\_\_\_\_ day of 2014, between the Township of Howell, a municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Transport Workers Union of America, AFL-CIO and its Local 225, Branch 4, hereinafter referred to as the "Union" or "TWU."

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

### **ARTICLE I RECOGNITION**

#### **Section 1.**

The Employer hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4, as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all regular full time employees and for all regular part time employees working a twenty (20) or more hour work week, employed by the Township, but excluding managerial executives, police, supervisors within the meaning of the Act, confidential employees, and Department Heads.

#### **Section 2.**

The Township recognizes the TWU as the exclusive representative of all employees as defined heretofore as members (White Collar, Blue Collar, Secretarial, Clerical, Communications Operators ) known as the Howell Township Municipal Employees Association in accordance with the Township letter, dated June 6, 1983, in recognizing the Transport Workers Union of America, AFL-CIO, and its Local 225, Branch 4.

#### **Section 3.**

The Employer and the TWU agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order

to ensure that the Employer communicates with the current elected or appointed representatives, the TWU agrees to provide to the Employer the name(s) and title(s) of the Union Official(s) authorized to speak for and in behalf of the unit. This list and any changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary, to maintain a current list of representatives.

## **ARTICLE II** **HOURS OF WORK**

### **Section 1.**

The regular workweek for Blue Collar employees shall consist of forty (40) hours, on a schedule of eight (8) hours per day, exclusive of a meal period. All work scheduled shall include a one-half (1/2) hour meal period, preferably between the fourth (4th) and fifth (5th) hours of the work schedule. The regular work day for all Blue Collar employees shall be 7:00 AM to 3:30 PM.

### **Section 2.**

The Employer shall authorize two (2) fifteen-minute (15) breaks for all full time employees during the course of the workday. In addition, full time employees will be permitted, whenever possible, to take their lunch break between the fourth (4th) and fifth (5th) hour of the workday. Employees shall remain on call at all times during their breaks.

### **Section 3.**

The regular work week for White Collar employees shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, exclusive of a one-hour meal period. All work schedules shall include a one-hour meal period. The Police Records Clerk will work a thirty-five (35) hour week. The Communications Operators will work a forty (40) hour week consisting of eight (8) hours per day exclusive of a one-hour meal period. The regular work day for White Collar employees shall be 8:30 AM to 4:30 PM.

### **Section 4.**

The Township reserves unto itself the right to change work schedules upon thirty (30) days' notice in advance to the employees affected and to the Union. The Township shall also have the right to adjust schedules for the last two senior employees in the Department of Public Works so that Saturdays/Sundays are part of the regular workweek.

### **Section 5.**

The work year for payroll purposes shall be the calendar year January 1 through

December 31. Yearly salary will be divided by pay periods in each calendar year.

## **ARTICLE III OVERTIME**

### **Section 1.**

a. **Blue Collar Employees:** All work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half, except any work on the second of two (2) consecutive days off shall be paid at double time.

b. **Blue Collar employees and the Township** may, but are not required to, agree that compensatory time may be taken in lieu of payment for overtime. Compensatory time may be taken at any time of the year with prior approval of their Department Head/Supervisor, and at least five (5) days notice, except in emergency situations. Once compensatory time off has been approved by the requesting employee's supervisor, it will not be canceled on less than forty-eight (48) hours notice to the employee. In the event that approved compensatory time is canceled on less than forty-eight (48) hours notice, then the employee shall have the option of rescheduling the time off or take the appropriate pay, which shall be pay for all hours worked and straight time for the unused comp time. Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/Office. Employees may carry a maximum of fifty (50) hours compensatory time.

### **Section 2.**

**Blue Collar Employees:** Employees called in on a regular workday before or after their regularly scheduled workday shall receive a two (2) hour minimum.

### **Section 3.**

**Blue Collar Employees:** Employees who are required to work on any one of their regular days off shall be guaranteed a minimum of six (6) hours pay at time and one-half when work is scheduled in advance. In emergencies, there shall be a minimum of two (2) hours' pay at time and one-half. In the event a Police Telecommunications Operator is called to work, a minimum of two (2) hours at the overtime rate shall be paid. A call out is not an extension of a shift or tour of duty. A call out is applicable when the individual is in a non-duty status. Call outs shall be made in seniority rotation order on a daily basis. A foreman or anyone who works in a supervisory position who calls for employee assignments shall be given fifteen (15) minutes of overtime.

### **Section 4.**

Employees in Public Works Department, Parks, Recreation, Buildings & Grounds Department, and Sewer Department: Overtime shall be performed only upon the direction of the supervisor or department head and offered to available full time employees before any part time temporary or seasonal employees or outside agency are used. This clause shall apply to the assignment of overtime only. Overtime shall be offered first by seniority to employees within each job title, then by seniority within the department from which the overtime assignment originates, subject to the reasonable requirements of the department as to the ability of the employee to do the job assigned, with the exception of employees who are continuing on a job/project that is an extension of the work day. If an employee is on vacation time, compensatory time, a birthday or a personal day the day(s) of or the day(s) immediately preceding a day that an overtime assignment is available, that employee shall be eligible to be given the opportunity to work the overtime assignment. Should that employee refuse the assignment, the employee shall forfeit his/her turn on the overtime roster. An employee is not eligible for overtime if the employee is on sick leave the day the overtime assignment is scheduled to occur.

## Section 5.

Employees in Public Works Department, Parks, Recreation, Buildings & Grounds Department, and Sewer Department: Any employee who shall decline to accept an overtime assignment shall not be entitled to any other overtime assignment until his/her turn is reached again. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an emergency overtime assignment. In non-emergency situations, the Township may assign overtime work to any employee should there not be a sufficient number of employees readily available. In emergency situations, the Township shall utilize the rotating seniority roster, call in the next employee in line provided that the employee is able to arrive to work within one-half hour of the call. If the employee is unable to be contacted in a reasonable amount of time, or does not respond within thirty (30) minutes, the employee will be charged a turn on the overtime roster. Any employees reporting to work when called, shall be charged a turn on the roster. The employee shall be paid from time of emergency callout up to a maximum of one-half hour travel time. All overtime rosters will be displayed in a common and accessible area to all affected employees. The parties agree that there will be a telephone call list that will be updated on a yearly basis or updated when an employee changes his/her telephone number.

## Section 6.

A. All work performed by White Collar employees in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of one and one-half, except for the Communications Operators. Communications Operators shall receive overtime after

forty (40) hours in one (1) week, or eight (8) hours in one (1) day. The employees and the Township may agree that compensatory time may be taken in lieu of payment for overtime. Employees who are required to work on any of their regular days off shall be compensated at the rate of time and one-half, except any work performed by an employee on the second of two (2) consecutive regular days off shall be paid at double time. Employees called in on a regular workday before or after their regularly scheduled workday shall receive a minimum of two (2) hours overtime.

B. Once compensatory time off has been approved by the employee's supervisor, it will not be canceled unless forty-eight (48) hours notice is given to the employee. Compensatory time may be taken at any time of the year with prior approval of their Department Head/Supervisor, and at least five (5) days notice, except in emergency situations. In the event that this time off is canceled, after the 48 hour notice, the employee may reschedule or take the appropriate pay, which shall be pay for all hours worked and straight time for the scheduled compensatory time which the employee was not able to utilize. Usage of compensatory time in a Department/Office shall not set precedence or infringe or control compensatory time usage in any other Department/ Office. Employees may carry a maximum of fifty (50) hours compensatory time.

#### Section 7.

Overtime work shall be performed only upon the direction of the supervisor or department head and offered to available full-time employees before any part-time employees are used. To the extent possible, overtime work shall be offered to all eligible employees on an equitable basis within a department.

#### Section 8.

All employees working for at least four (4) hours overtime on any assignments shall be paid a meal allowance. The Department Head shall make adjustments for additional meals if the employee is working for an extended period in increments of four (4) hours. The employee shall be provided with a meal allowance up to a maximum of \$9.00. A receipt must be provided for any meals for which the employee seeks to be reimbursed.

#### Section 9.

The present on-call system for Sewer Department employees shall remain the same. This system is as follows: Each week beginning on a Friday, a Sewer Department Employee will be on call for one week to answer emergencies and customer complaints, this assignment shall also entail the on call man to make the well house rounds. The worker on call shall receive one and one-half (1 1/2) hours pay for each workday of the week on call and two (2) hours for his/her

Saturday/Sunday assignment.

Section 10.

In the event that the Town Hall is closed early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off.

## **ARTICLE IV** **HOLIDAYS**

Section 1.

The Township recognizes the following days as paid holidays for which employees actively on the payroll at the time of the holiday will receive a day of pay at straight time without having to perform work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 1a.

Easter Sunday will be the holiday, in lieu of Good Friday, for permanent full-time employee(s) assigned to the Recycling Center.

Section 2.

The workdays prior to Christmas Day and to New Year's Day will be one-half day. Employees will be required to work until the noon hour. No lunch hour will be permitted on these days.

Section 3.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

Section 4.

In the event an employee works on a Holiday, he/she shall be paid at time and one-half his/her regular rate of pay, plus holiday pay.

Section 5.

Communication Operators shall receive holiday pay as follows: eight (8) days holiday pay in June and seven (7) days in December which equals 15 holidays.

Section 6.

An employee shall celebrate his/her birthday off with pay if he/she has not filed a workers' compensation claim with any loss of time from work, excluding day of incident, within the 12 month period immediately preceding the employee's birthday. If the employee's birthday falls on a Saturday, he/she shall take Friday off. If the employee's birthday is on a Sunday, he/she shall take Monday off. If an employee is unable to take his/her birthday off because of his/her work load, the day must be taken within five (5) workdays of the employee's actual birthday. Exceptions (due to work load) can be made at the Town Manager's discretion. This day off shall not be considered a floating holiday. In order to be eligible for the time off provided by the paragraph, an employee must be employed for at least 12 months prior to his/her birthday.

Section 7.

Recycling Center: If the holiday falls on the recycling center employee's regular day off, he/she shall then have another day off in that week.

## ARTICLE V VACATIONS

Section 1.

Vacation entitlement shall be based upon the employee's date of hire according to the following schedule:

<u>Length of Service</u>	<u>Number of Vacation Days</u>
Two months to 1 year of service	one (1) day per month worked up to ten (10) working days
After one (1) year to the completion of five (5) years of service	13 working days
After five (5) years to the completion of nine (9) years of service	15 working days
After nine (9) years to the completion	

of fifteen (15) years of service	18 working days
After fifteen (15) years to the completion of nineteen (19) years of service	20 working days
After nineteen (19) years to the completion of twenty-two (22) years of service	22 working days
After the completion of twenty-two (22) years to the completion of twenty-five (25) years of service	25 working days
After the completion of twenty- five (25) years or more	1 additional day for each year up to a maximum of thirty (30) days

Employees in the Sewer Department shall be entitled to earn vacations based upon their date of hire with the Howell Twp. MUA, although no days will be credited for service with the former HTMUA.

During the first calendar year or portion thereof, an employee shall receive no vacation entitlement for the first two (2) months. After the first two (2) months the employee will earn one vacation day per month thereafter up to ten (10) days for the calendar year (January 1 to December 31). No vacation may be taken prior to six (6) months employment. Any new employee hired before the 15<sup>th</sup> day of the month shall be credited with having worked one month for purposes of vacation entitlement. Vacation shall be prorated in the year of termination. First year employees may carry their vacation allotment up to four (4) days to the next year only.

During the year that an employee's vacation days increase to the next level, based on their anniversary date, the employee shall receive credit for the additional days on January 1 if their anniversary date falls within January 1 through June 30 of the year in which they increase to the next level. The employee shall receive credit for the additional days on July 1 if their anniversary date falls within July 1 through December 31 of the year in which they increase to the next level.

## Section 2.

Vacations may be taken during the contract year subject to prior approval of the department head. In the event an employee is directed not to utilize his/her vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be granted no later than the end of the next succeeding year. In the event that an employee who has carried over vacation time pursuant to this section, is directed not to utilize the carried over vacation time in the next succeeding year because of Township needs, then the employee shall be paid for the unused

vacation time.

Section 3.

Choice of vacation shall be offered to employees within each Department. In January of each year, the Township Manager shall see that a list of names according to their seniority in each department shall be posted. The Township Manager shall, on or before March 1, issue a request to all employees to schedule their vacation days by April 1st. By April 1st, employees shall submit to their Department Heads their vacation requests. Employees in accordance with seniority within each department shall be given first choice. Employees who fail to select vacation dates within thirty (30) days of the posting shall choose vacations from available dates that are left over after the pick. Employees may change their vacation subject to the availability of open dates on the calendar.

## **ARTICLE VI** **HOSPITAL AND MEDICAL INSURANCE**

Section 1.

- a. All full time employees and all permanent part time employees working a twenty (20) or more hour work week will be covered for hospital and medical insurance through the New Jersey State Health Benefits Plan.
- b. The parties agree that employees shall contribute toward their healthcare coverage in accordance with New Jersey State law requirements (Ch. 78 P.L. 2011). The contribution is pre-tax dollars in accordance with a section 125 plan.

Section 2.

Full time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

Section 3.

The Township shall reimburse a Blue Collar employee for the replacement of safety eyeglasses broken in the performance of such employee's duties, except when protective glasses or goggles are provided and not worn.

Section 4.

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, decline Township provided medical health insurance coverage and receive compensation in lieu of the

benefits. The terms of such a plan shall be determined at the sole discretion of the Township. In no event however, shall the Township compel any employee to participate in the plan if the employee declines participation. Any employee that elects to participate in the plan shall have the right to re-enroll for medical insurance benefits during the open enrollment period. There shall be one (1) open enrollment period each calendar year, with no limitation on pre-existing conditions.

#### Section 5.

The Employer reserves the right to change insurance carriers subject to Union review, for legally equivalent or better coverage. If the coverage is determined not to be legally equivalent or better, the parties agree to reopen this Contract and negotiate with respect to any aspect of coverage that is determined not to be legally equivalent or better. If the parties are in disagreement on the issue of legally equivalent or better coverage and cannot resolve that disagreement, it shall be subject to a special arbitration procedure as follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be legally equivalent or better coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XI). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

## ARTICLE VII SICK LEAVE

#### Section 1.

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon retirement within the definition of PERS, excluding deferred retirement, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense. No employee shall be paid for accumulated sick leave upon their termination of employment from the Township if the employee is terminated for sustained disciplinary action. Additionally, all payments for sick leave shall not exceed the New Jersey State Law cap.

B. If an employee does not utilize any sick days during a calendar year; they shall be credited with an additional personal day for use the next ensuing year.

C. All employees, upon completing one (1) year of employment, shall be credited with the entire year's sick leave, which may be utilized at any time. If an employee exceeds sick leave usage, upon termination said monies are to be deducted from his/her final check.

D. Sick leave may be taken and utilized by employees in one half or full day increments only.

In addition to be used for the employee himself/herself, accumulated sick leave may be used by an employee for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this section shall mean and refer to the employee's spouse, child, step-child, grandchild, parent, grandparent or unmarried brother or sister. The appropriate certification pursuant to the Family and Medical Leave Act ("FMLA") is required to use accumulated sick leave.

## Section 2.

The Township may ask for a Doctor's note after an employee is out sick for three (3) consecutive work days or five (5) occurrences in a six (6) month period. An "occurrence" is from the first day off until the day they return. In all cases of reported illness or disability, the Township, through the Manager, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

## Section 3.

A. A leave of absence may be granted to full time employees, who are ill or disabled, not resulting from duties performed during their employment and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. An employee may purchase sick time back from the Township according to the employee's rate of pay and the amount that the insurance company provides. For example, the amount of time "bought back" will be whatever the disability check will purchase according to the employee's daily rate of pay. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. When a leave of absence without pay is granted to an employee for sickness or

injury, not job-related, the employee's anniversary date will change upon his/her return to work.

C. The parties agree that an employee's prolonged absence from work because of non-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

**D. DONATED LEAVE PROGRAM.**

A. A permanent full-time employee is eligible to receive donated sick or vacation leave if the employee:

1. has completed at least one year of continuous employment by the Township;
2. has exhausted all accrued sick, vacation and personal leave, all sick leave injury benefits, if any, and all compensatory time off;
3. has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. either (i) suffers from a catastrophic health condition or injury; (ii) is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or (iii) requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

B. As used herein, a "catastrophic health condition or injury" means:

1. With respect to an employee, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
2. With respect to an employee's immediate family member, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

C. An employee may request that the Township Manager approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave

recipient shall submit to the Township Manager medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

2. When the Township Manager has approved an employee as a leave recipient, the Township, with the employee's consent, will post the employee's name along with those of other eligible employees on bulletin boards within the workplace to encourage the donation of leave time, and will provide a copy of the employee list to the majority representative of the Township's unionized employees. If the employee is unable to consent to this posting, the employee's family may consent on his or her behalf.

D. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave recipient shall receive no more than 180 sick days and/or vacation days, and shall not receive any such days on a retroactive basis.

E. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than ten such days to any one recipient. A leave donor must have remaining, after the donation, at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave. A leave donor may not revoke the leave donation. Employees desiring to donor leave shall complete a donated leave form satisfactory to the Township.

F. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned. Unused donated leave shall not be converted upon retirement into additional compensation.

G. Employees are prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

H. The Township reserves the right to suspend or terminate the donated leave program at any time upon 30 days written notice of such suspension or termination to affected employees and the majority representatives of Township unionized employees.

I. Donated leave used by a recipient will count against any leave entitlement to which the recipient is eligible under the Federal Family and Medical Leave Act and, when taken to care for a member of the employee's immediate family, that Act and the New Jersey Family Leave Law.

Section 4.

A. When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his/her employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Council to examine such employee, the Township Council may, by ordinance pursuant to

N.J.S.A. 40A:9-7, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's compensation, benefits of insurance policies paid by the Township, salary considerations received through legal settlements or judgments that result from any job-related injury or disability referred to in this Article.

C. The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

D. The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

## **ARTICLE VIII BEREAVEMENT**

Section 1.

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be three (3) consecutive working days leave, which shall be taken at a time reasonably related to the event of the death. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's; spouse, civil-union partner, child, parent step-parent or

guardian, brother or sister, parents-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, and grandchildren, and stepchildren. However, in the event of the death of an immediate family member, wherein the funeral shall occur out of the state of New Jersey, the employee shall be afforded five (5) consecutive working days leave, which shall be taken at a time reasonably related to the event of the death.

In the event an employee suffers the death of a grandparent-in-law, Aunt, Uncle Niece or Nephew the employee shall be able to take one (1) day leave with pay to be used solely to attend the funeral.

## **ARTICLE IX** **JURY DUTY AND MILITARY DUTY**

### **Section 1.**

When called for jury duty and for the duration of such service, an employee shall be entitled to temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty services.

### **Section 2.**

The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section. Additionally, no employee shall be eligible for paid leave if the employee is testifying in a matter against the Township's interests, unless subpoenaed by a governmental entity.

### **Section 3.**

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The employee will reimburse the Township for any payments or fees received minus any mileage or other travel expenses. The employee shall have the option of reimbursing his/her Township pay in lieu of this repayment. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received.

## **ARTICLE X** **DISCHARGE AND SUSPENSION**

### **Section 1.**

The Township retains the right to issue a verbal or written reprimand, to demote, suspend, or discharge any employee for just cause. Disciplinary determinations may be appealed in accordance with the grievance procedure herein.

### **Section 2.**

All minor disciplinary action in an employee's central and department personnel file (verbal warnings, written reprimand, or suspension up to five (5) days) shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous two (2) year period. All major disciplinary action (suspension of six (6) days or more or demotion) except for discharge shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous three (3) year period. However, disciplinary actions will remain in the employees personnel file.

## **ARTICLE XI** **GRIEVANCE PROCEDURE**

### **A. Purpose:**

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an employee.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally, with or without Union representation, with any supervisor of the departments and having the grievance adjusted without formal proceedings as long as the resolve is not contradictory to this Agreement.
3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

### **B. Definition:**

- A. The term grievance as used herein means a complaint by an individual employee, group of employees or the TWU concerning the interpretation, application or violation of this Agreement, or a violation of policies, or administrative decisions affecting them.

Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure.

### **C. Grievance Specificity:**

A written grievance must identify the grievant by name; set forth a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance; explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth the remedy sought.

### **D. Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method for resolving grievances between the employees or TWU Local 225 Branch 4 covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level:

#### **1. Step One Department Head:**

a. An aggrieved employee, with the TWU Chairperson or his designee, shall submit in writing within ten (10) workdays after the aggrieved employee knew or, should have known, of the events giving rise to the grievance, to the Department Head. Failure to act within ten (10) workdays shall be deemed to constitute an abandonment of the grievance.

b. The Department Head shall investigate and attempt to find a mutually agreeable solution to the grievance and shall render a written decision to the Union and grievant within ten (10) business days from the receipt of the grievance.

#### **2. Step Two - Township Manager:**

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails to respond within the time prescribed, the Union may move this matter to the Township Manager within seven (7) business days following receipt of the written decision of the Department Head or within seven (7) business days of the decisions due date.

b. The Township Manager shall either review the grievance, or, if requested, shall hold a meeting with the Union Section Committee and the grievant within ten (10) business days after receipt of the grievance and provide his/her written decision to the Union and grievant within ten (10) business days after receipt or hearing of the grievance.

### **3. Step Three - Arbitration**

a. In the event that the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within thirty (30) calendar days for binding arbitration of the dispute pursuant to the parameter of paragraph 2 of Section B of this Article and other applicable law. It is further provided that there shall be no arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement, hereto.

d. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

e. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

### **E. Township Grievance**

Grievances initiated by the Township shall be filed in writing directly with TWU Local 225 Branch 4 within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the TWU representative shall be held within five (5) business days of the receipt of said filing and an earnest settlement shall be reached, if not the procedure set forth in Step Three shall be applied.

#### **F. No Strike No Lock Out:**

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

#### **G. Time Limitations:**

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties.

### **ARTICLE XII UNION DEDUCTIONS**

#### **Section 1.**

The Township shall deduct from the wages of employees the first payday of each and every calendar month and remit to the Secretary-Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

#### **Section 2.**

From the wages of any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of permanent full time employment, the Township will deduct an Agency Fee and/or Maintenance Fee charged each month at the time the regular dues are deducted and remit the deducted Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union. The maximum amount of said fees shall be eighty-five (85%) percent of the regular dues and fees.

#### **Section 3.**

The Township agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be

accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

#### **Section 4.**

The Union will indemnify and save harmless the Township from any and all claims,

and disputes that may arise out of or by reason of action taken by the Township on account of this Article.

## **ARTICLE XIII SENIORITY**

### **Section 1.**

Seniority shall be defined as length of continuous service as a permanent full time employee within the bargaining unit. The employees of the Sewer Department shall have Township seniority effective January 1, 1992; they shall have Department seniority within the Sewer Department beginning with their date of hire with the Howell Township Municipal Utilities Authority.

### **Section 2.**

A. In case of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township Council with the least senior employees in the job classification being laid off first.

B. Where employees are laid off and an opening occurs for reemployment within two (2) years, employees on layoff shall be recalled within job classification in the order of seniority. If the person recalled does not accept the position within one (1) week from notification, he/she shall be considered to have resigned.

C. A senior employee may, in order to retain his/her employment, "bump" a junior employee within the same or lower salary grade, or similar job title who has less seniority provided such senior employee is qualified to hold the position. An employee (s) step in grade shall not be a consideration in the layoff process. Management shall determine the employee (s) right to bump based on their ability to perform the minimal job requirements. There shall be a forty five (45) calendar day notice given to the Union and the employee (s) being laid off, with a letter of the names and titles of employees within the bumping employee (s) grade and lower who may be subject to the bumping process, and the employee (s) that could be affected will get the same letter. The bumping process for the affected employee (s) will take place and be completed by the end of the initial forty five (45) calendar day notice, in which time the affected employee (s) will no longer be employed by the Township.

D. In determining layoffs and bumping rights when two or more employees have the same date of hire, the following shall determine the tiebreaker:

1. any and all prior continuous service immediately before becoming a permanent employee; if this does not result in breaking the tie, then

2. the month and day of birth of the employees.

E. No part-time, temporary or summer employees shall be hired into a classification from which full time employees remain subject to recall.

#### Section 3.

The filling of all newly created or vacated positions shall be within the reasonable discretion of the Employer. Vacated positions shall be posted at the same title and grade, unless the job duties have changed, however, no vacancy may be downgraded more than three (3) grades. The Employer shall in manning said positions, take into account all qualifications necessary for the efficient fulfillment of the job title. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority. The Township shall consider filling vacancies and new positions covered by the terms of this collective bargaining agreement with existing full time Township employees. Union will be notified of all salary upgrades; upgrades not to exceed three (3) grades within same department. No additional upgrades for that position will occur for a period of at least one (1) year.

#### Section 4

All positions to be filled in accordance with Section 3 of this Article shall be posted for seven (7) business days except for salary upgrades of up to three (3) grades. A decision shall be made thirty (30) calendar days after the close of the application period, or the Township shall provide notice to the Union of its withdrawal of the posting. The employee awarded the position shall have a thirty (30) day trial period. If said employee is found to be unqualified during the thirty (30) day trial period, said employee shall revert back to the former position. If said employee has proven to the Employer to be qualified after the trial period, then the employee shall be made permanent.

### ARTICLE XIV WORK CLOTHING

#### Section 1.

No later than June 30<sup>th</sup> of each bid contract year, the Township shall provide eleven (11) sets of work clothing, to be used over two (2) years, for employees in the Departments of, Public Works, Sewer, Recreation, Parks, and Buildings and Grounds; including foul weather gear. All employees are required to wear the clothing provided while at work, which will be cleaned once a week. Each blue-collar worker shall also be provided with five (5) T-shirts. Effective no later than October 31<sup>st</sup> of each year, each blue collar employee shall be provided with his/her choice of

a set of coveralls or a jacket. All T-shirts, jackets, coats and safety vests shall conform to ANSI – II safety specifications before being issued to any employee.

#### Section 2.

The Employer will provide to each blue-collar employee a shoe allowance for each contract year, in January of that year. The employees are required to wear the safety work shoes while at work. The style of the work shoe will be chosen by the employees, with prior approval of the Department Head. In the event that an employee requires a specific work shoe in accordance with documented medical need, the Employer will reimburse the employee for the standard cost of the work shoes. The yearly shoe allowance shall not exceed one hundred twenty five (\$125.00) dollars.

#### Section 3.

New Communications Operator Operators shall be provided with an initial issue of uniforms and shall not be entitled to a clothing allowance during their first (1st) year of service. After completion of one (1) year of service, a clothing allowance in the amount of \$700.00 shall be paid to all Communications Operators annually. Payment will be made in two installments, April and October of each year, after certification by the Chief of Police that the employee has maintained his/her uniform to department standards.

#### Section 4.

Field personnel in the Engineering Department, Building Department and Code Enforcement shall be provided with his/her choice of a set of winter coveralls or a winter jacket no later than October 31st of the first year of this Agreement. They shall also be entitled to the shoe allowance in accordance with Section (2) of this Article.

### **ARTICLE XV NON-DISCRIMINATION**

#### Section 1.

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he," "she, "him," or "her" is used in this Agreement, it shall mean both sexes.

## **ARTICLE XVI** **MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

### **Section 1.**

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency.

### **Section 2.**

#### **Rules and Regulations:**

The Employer agrees that, prior to establishing any new work rules or modifications of any new work rules, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

## **ARTICLE XVII** **UNION BUSINESS**

### **Section 1.**

The Union Section Chairman shall be excused from his work assignment and shall be granted a reasonable amount of time to handle Union/Management business; provided, however, that the Section Chairman notifies either his Supervisor or the Department Head; and provided that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative. The Township shall provide the Union Chairperson with the names of new hires in the bargaining unit.

### **Section 2.**

The members of the Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take

place at a time during said employees' regular working hours.

### Section 3.

Union Officials and duly authorized Representatives, whose names and identification have been previously submitted to and acknowledged by the Township, shall be admitted to the premises of the Township on Union business. Request for such visits shall be directed with advance notice to Township Officials, namely a Supervisor, the Department Head, or Deputy Township Manager or Township Manager, and shall be for the purpose of adjusting complaints or ascertaining whether this Agreement is being enforced. Permission for such visits shall not be unreasonably withheld. Such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises as set forth in this paragraph shall not be given by the Township to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

### Section 4.

The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement, are employed.

### Section 5.

#### Meeting Facilities:

Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Municipal Manager.

### Section 6.

Any employee covered by this Agreement that is elected to a full-time Union position shall be granted a paid leave of absence for the period of time that the employee remains in office. Notwithstanding the foregoing, the paid leave of absence is expressly conditioned upon the Union reimbursing the Township for the full costs of the affected employee's salary and benefits including but not limited to base pay, employer pay roll tax contributions and benefit costs. However, such employee shall not be eligible to receive benefits directly related to their job title, such as clothing allowance, shoe allowance, meal allowance, holiday pay, vacation accrual accumulation and sick leave accumulation. Upon expiration of the employee's term of union office, or upon their earlier return to work at the Township, the employee shall return to their previously held position with no loss of seniority or

pay.

## Section 7

The Township agrees to grant the necessary time off, up to a maximum of three (3) days, without loss of pay to the TWU Chairperson and Vice-Chairperson or delegates designated by the Union to attend any State or national convention, seminar, or event related to TWU business.

## ARTICLE XVIII SALARIES AND WAGES

### Section 1.

Effective upon the date of ratification of this Contract (Date:) all eligible employees will receive a salary increase retroactive to January 1, 2012. An eligible employee is an employee who worked for the Township during all or part of calendar year 2011 and is still employed by the Township on the date of ratification and approval of this Contract. Eligible employees who did not work the full calendar year 2011 will have the retroactive payment prorated. Employees who are not actively employed by the Township on the date of ratification and approval of this Contract, by reason of retirement or pension, shall be eligible for a retroactive payment, which shall be prorated where appropriate.

Effective January 1, 2011, all employees shall receive a zero (0.0%) percent salary increase.

Effective January 1, 2012, all employees shall receive a one (1%) percent salary increase.

Effective January 1, 2013, all employees shall receive a one and one-half (1.50%) percent salary increase.

Effective January 1, 2014, all employees shall receive a two (2%) percent salary increase.

Each year's salary guide is set out in Appendix B attached hereto. The Township's salary ordinance is attached hereto as Appendix and is made a part hereof as may be amended by the appropriate Township governing body from time to time.

## Section 2.

In addition to an employee's annual wage, each employee shall be paid a longevity increment after the completion of the number of years of continuous service as follows:

<u>A. Years of Service</u>	<u>Additional Compensation Per Annum</u>
5 years	\$750.00
10 years	\$1,000.00
15 years	\$1,250.00
20 years	\$1,500.00

Employees in the Sewer Department shall be entitled to earn longevity based upon their date of hire with the Howell Twp. MUA.

B. Each employee will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary payroll checks.

C. In computing any overtime pay, which may become due to any such employee, only the annual wage shall be used, so long as such policy is in conformance with then-applicable law.

## Section 3.

Employees assigned to work in a higher job classification, with the Township Manager's approval, for a temporary period of more than five (5) consecutive days shall receive the higher rate of pay while performing such assignment beginning with the 6th consecutive day; except the Township shall have a period not exceeding (30) working days accumulative to train an employee on a piece of equipment during which this will not apply. The "higher rate" referred to above shall mean the rate of the next step on the salary scale of the higher classification that is higher than their own, but in no event shall this be less than a four (4%) percent increase over their own rate. Employees shall be chosen for higher classification on the basis of qualifications. In the event the qualifications of two or more eligible individuals are equal, preference shall be given to the employee having the greatest seniority.

## Section 4.

Effective upon ratification of this Agreement, the training wage for newly hired Communications Operators for each year of the Agreement shall be seventy-five percent of the current Step 1 of Grade 25. Upon completion of one (1) year

employment, the employee shall be placed on Grade 25 Step 1 of that year's salary guide. This training wage shall not apply to lateral transfers within the bargaining unit, nor to new hires who have a minimum of one (1) year experience as a Communications Operator from another municipality.

#### Section 5.

The Parties agree to reopen negotiations, upon 30 days written notice on the sole issue of grade upgrades or changes, after the completion of the Township's study and survey of grade designations for job titles. In the event that the Township completes such a study, it shall agree to disclose the results of the survey to the union officers, subject to such confidentiality agreement or the Township in its sole discretion deems necessary.

### ARTICLE XIX SAFETY

#### Section 1.

Employees shall not be required to use machinery or equipment when a majority of the Safety Committee certifies that it has a defect, or is not in proper working order so that it would be unsafe to operate.

#### Section 2.

The Safety Committee of Howell Township shall consist of one member of the Public Works Department (inside and outside), one member of Recreation, Parks, Buildings and Grounds, and one member from each of the other departments, and the Human Resource Administrator and a representative of the Union.

#### Section 3.

The Union recognizes the fact that it is the employees' responsibility to use all safety equipment provided for their protection.

#### Section 4.

All safety equipment shall be purchased, replaced and maintained as per State, Federal and OSHA guidelines.

#### Section 5.

The Township and the TWU agree to follow all fire and safety codes in the operations of Daily Business.

#### Section 6.

The Township agrees to provide safety classes to all blue-collar employees of the Sewer Department which shall be updated yearly.

## Section 7.

The Township shall provide all blue-collar employees who wear prescription eyeglasses with protective safety eyewear.

## ARTICLE XX PERSONAL DAYS

### Section 1.

Each member of the bargaining unit shall receive two (2) personal days each year with prior approval of their Department Head, and at least five (5) days notice, except in emergency situations. Personal days must be taken in one half or whole day increments. During the first (1st) year of employment the employee must work at least six (6) months of the calendar year to be entitled to one (1) personal day. After the first (1st) year of employment, an employee can use both days in January in accordance with above procedures, but owes the Employer if employee resigns or leaves his/her employment prior to June 30 and December 31. The Union agrees that any owed personal days will be deducted from the employee's last pay check by the Employer. The days shall not be cumulative to the following year.

## ARTICLE XXI EDUCATIONAL REIMBURSEMENT

### Section 1.

Should an employee desire to enroll in an approved work-related non-college course or workshop, such employee may submit a request for reimbursement of the expenses of such course or workshop to the Township Manager. The Township Manager may, in his discretion, approve those courses or workshops, which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

### Section 2.

A. Should an employee desire to attend college, such employee may submit a request to the Township Manager. The Township Manager may, in his discretion, approve those courses, which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

B. The Township will pay for tuition only, in accordance with the following terms: Full payment if employee receives an A; 75% if employee receives a B; 50% if the employee receives a C; if the employee receives a D or less, there will be no reimbursement. The Township will pay for a maximum of six credits per semester for

an individual. The maximum rate paid will be the State College Rate. "Pass/Fail" courses will be reimbursed at 60% for pass, 0 for fail.

C. An employee shall be required to return to the Township 100% of the tuition funds reimbursed if that employee leaves the employ of the Township within two (2) years from the date of tuition reimbursement. If an employee leaves within (3) to (5) years he/she shall reimburse the Township for 50% of the tuition paid. Exceptions can be made at the Managers discretion for employees with (5) years of more.

#### Section 3.

If an employee is ordered by the Township to attend work-related courses or schooling, the Township will pay for the course and all reasonably related expenses incurred.

#### Section 4.

Each instance of approval/disapproval shall be considered on its own merits and shall not be precedential as to other requests.

### **ARTICLE XXII CLOSING OF FACILITY**

#### Section 1.

The Employer agrees that notification to employees will be provided by a call-in-system or by direct notice from employees' supervisors when it is determined by the Employer that certain local government facilities will be closed because of weather conditions or other facility problems. Any decision of closing must come via the Manager's Office or directly from the Township Council. If the facility is closed by the Township Manager the employee will not be charged for a sick day, vacation day or personal day pre-scheduled for that day.

### **ARTICLE XXIII SAVINGS CLAUSE**

#### Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

#### Section 2.

If any provisions are so invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

## **ARTICLE XXIV**

### **FURTHER NEGOTIATIONS**

#### **Section 1.**

Prior to the ending date of this Agreement, pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within agreement.

## **ARTICLE XXV**

### **PROBATIONARY PERIOD**

#### **Section 1.**

All new employees shall serve a probationary period of six (6) months of continuous employment. During that time it is specifically agreed and understood that the Township has the right to terminate the employment of the probationary employee, and the Union and the employee may not resort to any grievance procedure or any other hearing procedure under those circumstances. Probationary employees shall be entitled to all other benefits under this Agreement except as specifically prohibited herein.

## **ARTICLE XXVI**

### **DURATION OF AGREEMENT**

#### **Section 1.**

This Agreement shall be in effect as of January 1, 2011 up to and including December 31, 2014.

#### **Section 2.**

This Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

#### **Section 3.**

Any modification shall only be by mutual agreement between the parties. Such modifications, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties, and shall become a part of this Agreement as if

negotiated herein.

## **ARTICLE XXVII** **CROSSING GUARDS**

- A. Crossing Guards, employed by the Township on a permanent basis, shall be included in the bargaining unit. The term "permanent" as applied to Crossing Guards only, shall mean persons employed on a regular as opposed to call in basis.
- B. Notwithstanding the foregoing, the provisions of this Agreement shall not apply to employees working as Crossing Guards unless specifically incorporated herein.
- C. The Crossing Guard Work Schedule shall be the Howell Township Public School Calendar. Crossing Guards shall work on days when school is in session. Their customary workday shall be three (3) hours a day, one and one half (1 1/2) hours at the beginning of the school day and one and one half (1 1/2) hours at the end of the school day. However, there shall be no guaranteed minimum hours of work. The Township shall have the absolute right to modify the hours of work in order to meet the safety needs of the students.
- D. All crossing guards shall wear their required uniform during their entire shift.
- E. Salary Guide for Crossing Guards

Effective January 1, 2011 the salary guide for crossing guards shall be:

Probation	\$11.12@ hour
Step 1	\$11.85@ hour
Step 2	\$12.48 @ hour
Step 3	\$13.54 @ hour

Effective January 1, 2012, the salary guide for crossing guards shall be:

Probation	\$11.23@ hour
Step 1	\$11.97@ hour
Step 2	\$12.60@ hour
Step 3	\$13.68 @hour

Effective January 1, 2013, the salary guide for crossing guards shall be:

Probation	\$11.40@ hour
Step 1	\$12.15@hour
Step 2	\$12.79@hour
Step 3	\$13.89@hour

Effective January 1, 2014, the salary guide for crossing guards shall be:

Probation	\$11.63@ hour
Step 1	\$12.39@hour
Step 2	\$13.05@hour
Step 3	\$14.16@hour

The probationary period for crossing guards shall be six (6) months of continuous employment.

**F. Sick Days, Vacation and Personal Days**

**i. Sick Days**

Three (3) paid sick days a calendar year based upon three-hour days. Sick days shall accrue after a person has been employed as a Crossing Guard for a period of three (3) months.

**ii. Vacation Days**

Three (3) paid vacation days a calendar year subject to the scheduling provision contained in Article V.

**iii. Bereavement Leave**

Two (2) days.

**G. The Seniority provisions for purposes of lay off and recall contained in Article XIII shall apply to Crossing Guards but shall be limited to their job classification.**

**H. The following Articles of this Agreement shall apply to Crossing Guards,**

Article X	Discharge and Suspension
Article XI	Grievance Procedure
Article XII	Union Dues Deductions
Article XV	Non Discrimination
Article XVI	Management's Rights and Responsibilities
Article XVII	Union Business
Article XXV	Probationary Period

**I. The Township shall continue the current practice of providing uniforms to the Crossing Guards.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed hereon on the \_\_\_\_\_ day of 2013.

**TOWNSHIP OF HOWELL**

By: William Gotto  
William Gotto, Mayor

By: Jeffrey Filiatreault  
Jeffrey Filiatreault, Township Manager /CFO

**TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO.**

By: Jérôme LaFragola  
Jérôme LaFragola  
International Vice President

**TRANSPORT WORKERS UNION OF AMERICA, LOCAL 225 BRANCH 4.**

By: John Menshon  
John Menshon  
President

By: John Barrett  
John Barrett, Chairperson

**APPENDIX A**  
**SALARY GRADES**

<b><u>SALARY GRADE</u></b>	<b><u>POSITION TITLE</u></b>
12	Bus Driver
12	Clerk Typist
12	Data Entry Operator I
12	Laborer Trainee
12	Office Equipment Operator
12	Mechanic Trainee
12	Receptionist
13	Accounting Clerk
13	Data Entry Operator II
13	Program Coordinator I
13	Transportation Coordinator/Van Driver I
14	Assessing Clerk I
14	Accounting Clerk I
14	Assistant Bookkeeper
14	Assistant Payroll Clerk
14	Assistant Violations Clerk
14	Clerk/Cashier
14	Secretary
14	Tax Clerk I
15	Equipment Operator Trainee
15	Secretary/Guarantees Coordinator/Board of Adjustment
15	Housing Inspector
15	Purchasing Assistant
15	Zoning Inspector
16	Assessing Clerk II
16	Accounting Clerk II
16	Bookkeeper/Cashier
16	Construction Control Secretary

16	Executive Secretary
16	Senior Clerk Typist
16	Senior Clerk Stenographer
16	Transportation Coordinator/Van Driver II
16	Violations Clerk
17	Confidential Secretary I
17	Custodian
17	Technical Assistant to Construction Official
18	Assistant Land Use Officer
18	Bookkeeper
18	Computer Operator
18	Confidential Secretary II
18	Court Attendant
18	Laborer I
18	Police Evidence Technician
18	Parks Laborer I
18	Utilities Laborer I
19	Operations Supervisor
19	Program Coordinator II
19	Utilities Laborer II
20	Assistant Code Enforcement Official
20	Assistant to the Tax Assessor
20	Deputy Utilities Collector
20	Payroll Clerk
20	Senior Custodian
21	Deputy Tax Collector
21	Motor Broom Driver
22	Code Enforcement Official
22	Housing Inspector
22	Maintenance Worker
22	Police Records Clerk
22	Tree Trimmer
23	Laborer II
23	Mechanic

24	Administrative Assistant
24	Deputy Court Administrator
24	Engineering Aide 1
24	Engineer Admin. Assistant
24	Equipment Operator
24	Executive Administrative Secretary
24	Executive Police Secretary
24	Fabricator/Welder
24	Maintenance Worker II
24	Mechanic Fabricator/Welder
25	Assistant Foreman
25	Assistant Chief Mechanic
25	Assistant Buildings & Grounds Foreman
25	Assistant Parks Foreman
25	Police Communications Operator
25	Chief Housing Inspector
26	Administrative Assist./Guarantees Coordinator
26	Administrative Officer to Planning and Zoning Boards
26	Assistant Purchasing Agent
26	Building Inspector
26	Code & Environmental Enforcement Official
26	Electrical Inspector
26	Engineering Aide II
26	Heavy Equipment Operator
26	Plumbing Inspector
26	Senior Payroll Clerk
26	Senior Bookkeeper
27	Chief Mechanic
27	Foreman
27	Building & Grounds Foreman
27	Parks Foreman
28	Building Sub Code Official
28	Electrical Inspector/Sub Code Official
28	Engineering Aide III
28	Plumbing Inspector/Sub Code Official
28	Principal Engineering Aide II
28	Senior Police Communications Operator
28	Road Foreman

28	Utilities Foreman
28	Information System Operator
28	Purchasing Officer/QPA

## TWU 2011 YEARLY SALARY GUIDE

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
12	29,729	30,857	32,305	33,732	35,270	36,577	38,007
13	30,857	32,305	33,732	35,270	36,577	38,007	39,424
14	32,305	33,732	35,270	36,577	38,007	39,424	41,158
15	33,732	35,270	36,577	38,007	39,424	41,158	42,857
16	35,270	36,577	38,007	39,424	41,158	42,857	44,729
17	36,577	38,007	39,424	41,158	42,857	44,729	46,438
18	38,007	39,424	41,158	42,857	44,729	46,438	48,441
19	39,424	41,158	42,857	44,729	46,438	48,441	50,579
20	41,158	42,857	44,729	46,438	48,441	50,579	52,735
21	42,857	44,729	46,438	48,441	50,579	52,735	55,007
22	44,729	46,438	48,441	50,579	52,735	55,007	57,587
23	46,438	48,441	50,579	52,735	55,007	57,587	60,142
24	48,441	50,579	52,735	55,007	57,587	60,142	62,736
25	50,579	52,735	55,007	57,587	60,142	62,736	65,540
26	52,735	55,007	57,587	60,142	62,736	65,540	68,846
27	55,007	57,587	60,142	62,736	65,540	68,846	71,304
28	57,587	60,142	62,736	65,540	68,846	71,304	74,301

## TWU 2012 YEARLY SALARY GUIDE

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
12	30,026	31,166	32,628	34,069	35,623	36,943	38,387
13	31,166	32,628	34,069	35,623	36,943	38,387	39,818
14	32,628	34,069	35,623	36,943	38,387	39,818	41,570
15	34,069	35,623	36,943	38,387	39,818	41,570	43,286
16	35,623	36,943	38,387	39,818	41,570	43,286	45,176
17	36,943	38,387	39,818	41,570	43,286	45,176	46,902
18	38,387	39,818	41,570	43,286	45,176	46,902	48,925
19	39,818	41,570	43,286	45,176	46,902	48,925	51,085
20	41,570	43,286	45,176	46,902	48,925	51,085	53,262
21	43,286	45,176	46,902	48,925	51,085	53,262	55,557
22	45,176	46,902	48,925	51,085	53,262	55,557	58,163
23	46,902	48,925	51,085	53,262	55,557	58,163	60,743
24	48,925	51,085	53,262	55,557	58,163	60,743	63,363
25	51,085	53,262	55,557	58,163	60,743	63,363	66,195
26	53,262	55,557	58,163	60,743	63,363	66,195	69,534
27	55,557	58,163	60,743	63,363	66,195	69,534	72,017
28	58,163	60,743	63,363	66,195	69,534	72,017	75,044

## TWU 2013 YEARLY SALARY GUIDE

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
12	30,476	31,633	33,117	34,580	36,157	37,497	38,963
13	31,633	33,117	34,580	36,157	37,497	38,963	40,415
14	33,117	34,580	36,157	37,497	38,963	40,415	42,194
15	34,580	36,157	37,497	38,963	40,415	42,194	43,935
16	36,157	37,497	38,963	40,415	42,194	43,935	45,854
17	37,497	38,963	40,415	42,194	43,935	45,854	47,606
18	38,963	40,415	42,194	43,935	45,854	47,606	49,659
19	40,415	42,194	43,935	45,854	47,606	49,659	51,851
20	42,194	43,935	45,854	47,606	49,659	51,851	54,061
21	43,935	45,854	47,606	49,659	51,851	54,061	56,390
22	45,854	47,606	49,659	51,851	54,061	56,390	59,035
23	47,606	49,659	51,851	54,061	56,390	59,035	61,654
24	49,659	51,851	54,061	56,390	59,035	61,654	64,313
25	51,851	54,061	56,390	59,035	61,654	64,313	67,188
26	54,061	56,390	59,035	61,654	64,313	67,188	70,577
27	56,390	59,035	61,654	64,313	67,188	70,577	73,097
28	59,035	61,654	64,313	67,188	70,577	73,097	76,170

## TWU 2014 YEARLY SALARY GUIDE

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
12	31,086	32,266	33,779	35,272	36,880	38,247	39,742
13	32,266	33,779	35,272	36,880	38,247	39,742	41,223
14	33,779	35,272	36,880	38,247	39,742	41,223	43,038
15	35,272	36,880	38,247	39,742	41,223	43,038	44,814
16	36,880	38,247	39,742	41,223	43,038	44,814	46,771
17	38,247	39,742	41,223	43,038	44,814	46,771	48,558
18	39,742	41,223	43,038	44,814	46,771	48,558	50,652
19	41,223	43,038	44,814	46,771	48,558	50,652	52,888
20	43,038	44,814	46,771	48,558	50,652	52,888	55,142
21	44,814	46,771	48,558	50,652	52,888	55,142	57,518
22	46,771	48,558	50,652	52,888	55,142	57,518	60,216
23	48,558	50,652	52,888	55,142	57,518	60,216	62,887
24	50,652	52,888	55,142	57,518	60,216	62,887	65,599
25	52,888	55,142	57,518	60,216	62,887	65,599	68,532
26	55,142	57,518	60,216	62,887	65,599	68,532	71,989
27	57,518	60,216	62,887	65,599	68,532	71,989	74,559
28	60,216	62,887	65,599	68,532	71,989	74,599	77,693